

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 20	
2. CONTRACT NO. W912DW-05-P-0314		3. AWARD/EFFECTIVE DATE 31-Aug-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0110	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 423610 SIZE STANDARD:500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA			
				CODE W912DW			
17a. CONTRACTOR/OFFEROR RAINCROSS ENGINEERING INC CRAIG HALVERSON 231 E ALESSANDRO BLVD, STE A PMB 121 RIVERSIDE CA 92508-6039  TEL. 951-776-2245		CODE 4ACP7		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$13,736.61</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>Craig Halverson</u> <input checked="" type="checkbox"/> OFFER DATED <u>04-Aug-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		31-Aug-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  ELAINE M EBERT / CONTRACTING OFFICER  TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 20

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

## **NOTES**

### **Payment by Millington**

#### **Web Invoicing System (WInS)**

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Verbal confirmation was given to Vanessa Halverson to proceed on 30 August 2005 by Angela Dexter.

**PARITAL SHIPMENT IS ALLOWED**

**COMPLETION DATE: NO LATER THAN 30 SEPTEMBER 2005 OR IN ENROUTE FOR SHIPPING BY 30 SEPTEMENT.**

DELIVEY ADDRESS: SERVICE SECTION (CJ)  
ATTN: WAREHOUSE  
HIGHWAY 17 PEARL HILL ROAD  
BRIDGEPORT, WA 98813-1120

Point of contact: Terry Nickels at 509-686-2259 or Nancy Cornehl at 509-686-2231.

#### **CF:**

Contractor: Raincross Engineering Inc

Attn: Crag Halverson email: [raincross-en@earthlink.net](mailto:raincross-en@earthlink.net)

Phone: 951-776-2245 Fax: 951-776-2251

Sandy Harvey: CENWS- OD-CJ

Nancy Cornehl: CENWS- OD-CJ

Terry Nickles: CENWS- OD-CJ

File

SPECIFICATION

## SPECIFICATION REQUIREMENT

The PLC shall be Allen Bradley SLC 5/05 or approved equal. The PLC shall interface with Wonderware InTouch HMI Ver 8.x such that the all I/O can be completed without custom interfacing. All components shall be off the shelf commercially available items.

**The PLC Construction:**

1. It shall be possible to connect up to three chassis units each having a maximum of 13 slots into a single PLC processor.
2. The maximum width of any chassis shall not exceed 23.1" including the power supply.
3. The maximum height of any chassis unit shall not exceed 6.75".

**Power Supply:**

1. Each chassis module shall support the use of a power supply.
2. Each power supply shall be capable of powering any combination of 13 modules of any type.

**I/O Capabilities:**

1. The PLC shall be capable of sourcing or sinking voltages in the range of 24 to 125 VDC with up to 32 channels of input or output per I/O module.
2. The PLC shall be capable of sourcing or sinking analog currents in the range of -20 to +20 ma with up to 16 channels of input or up to 8 channels of output per I/O module.
3. The PLC shall be capable of sourcing or sinking analog voltages in the range of -10 to +10 VDC with up to 16 channels of input or up to 8 channels of output per I/O module.
4. The PLC shall be capable of providing up to 16 relay output channels having a maximum on or off delay of 10ms. The relay contacts shall be capable of carrying 1 ampere continuous at 125VDC. The contacts shall be capable of making 0.22 Amp or 28 VA at 125VDC.
5. The PLC shall be capable of sourcing or sinking up to AC voltages in the range of 100 to 240VAC with up to 16 channels of input or output per module.

**CPU Capabilities:**

1. The processor shall be capable of memory configurations ranging from 1K RAM through 64K RAM.
2. The processor shall be capable of controlling up to 4096 inputs and 4096 outputs.
3. The processor shall be capable of controlling remote I/O using ControlNet, DeviceNet and Universal I/O links.
4. The processor shall include ports for EtherNet/IP and DH485. It shall be possible to add an additional communication port via an add-on communication module.

5.

**Temperature:**

1. Operating: 32 to 140 degrees F
2. Storage: -40 to 185 degrees F

Humidity: 5 to 95% non condensning

**Vibration:**

1. Operating: 1 g at 5 to 2000 Hz.
2. Non operating: 2.5 g at 5 to 2000 Hz.

**Shock:**

1. Operating: 30 g (3 pulses in 11 ms.) for all modules except relay contact module
2. Operating: 10 g (3 pulses in 11 ms.) for relay contact modules.
3. Non operating: 50 g (3 pulses in 11 ms.)

**Noise Immunity: All PLC components shall meet or exceed NEMA Standard ICS 2-230**

**Electromagnetic Compatibility:**

1. Showering ARC: 1.5 kV (Industry standard – NEMA ICS 2-230/NEMA ICS 3-304
2. Surge withstand capability: 3 kV (Industry standard – IEEE Std. 472-1974/ANSI C37.90/90A – 1974)
3. Fast transient Burst (impulse): 2kV for power supplies, 1 kV for I/O and communication lines over 10m, 5 ms rise time.
4. Electrostatic Discharge: 15 kV, 100 pF/1.5 K ohm model.
5. Radiated Electromagnetic Susceptibility: 5 W walkie-talkie at 464.5 MHz and 153.05 MHz.

**Safety:**

1. Dielectric withstand: 1500 VAC (Industry standard UL 508, CSA C22.2 No. 142)
2. Isolation between communication circuits: 500VDC.
3. Isolation between backplane and I/O: 1500VAC
4. Flammability and Electrical Ignition: UL94V-0

**Certification:**

1. UL Listed
2. Class 1, Groups A,B,C or D, Division 2
3. CE marked for all applicable directives
4. C-Tick marked for all applicable

**The PLC programming software shall have the following capabilities:**

1. The PLC programming software shall have Visual Basic scripting capabilities.
2. The PLC programming software shall have emulation capabilities so that all ladder logic may be tested and debugged prior to commissioning.
3. The PLC programming software shall also contain modules for configuring and managing ControlNet, DeviceNet or EtherNet networks.
4. It shall be possible to add data collection, report generation and program development capabilities to the PLC system using a BASIC language module and BASIC development module available from Allen Bradley.

Allen Bradley's RSLogix 500 Professional Software meets this requirement when using Allen Bradley equipment.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1746-IH16 DIO SINK 125V FFP MUST MEET THE REQUIRED SPECIFICATION  PURCHASE REQUEST NUMBER: W68MD9-5179-9379	6	Each	\$310.30	\$1,861.80
					<hr/>
NET AMT					\$1,861.80
ACRN AA Funded Amount					\$1,861.80

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	1746-N1161 ANALOG INPUT FFP MODULE, -20 TO+20 MA MUST MEET THE REQUIRED SPECIFICATION PURCHASE REQUEST NUMBER: W68MD9-5179-9379	1	Each	\$1,081.00	\$1,081.00
					<hr/>
NET AMT					\$1,081.00
ACRN AA Funded Amount					\$1,081.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ISOLATED RELAY OUTPUT, 1746-0X8 --- FFP MUST MEET THE REQUIRED SPECIFICATION PURCHASE REQUEST NUMBER: W68MD9-5179-9379	9	Each	\$222.79	\$2,005.11
					<hr/>
NET AMT					\$2,005.11
ACRN AA Funded Amount					\$2,005.11

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CONTROLLER, W/16K RAM, FFP SLC 5/05, 1747-L551  MUST MEET THE REQUIRED SPECIFICATION PURCHASE REQUEST NUMBER: W68MD9-5179-9379	1	Each	\$2,498.00	\$2,498.00
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NET AMT					\$2,498.00
ACRN AA Funded Amount					\$2,498.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each	\$243.76	\$243.76

MEMORY MODULE

FFP

PART NUMBER 1747-M13

PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT	\$243.76
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ACRN AA Funded Amount	\$243.76
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	\$398.90	\$398.90

PROGRAM STORAGE DEVICE

FFP

PART NUMBER 1747-PSD

PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT	\$398.90
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ACRN AA Funded Amount	\$398.90
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BACKUP BATTERY FFP PART NUMBER 1747-BA PURCHASE REQUEST NUMBER: W68MD9-5179-9379	1	Each	\$70.00	\$70.00

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NET AMT	\$70.00
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ACRN AA Funded Amount	\$70.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CHASSIS FFP PART NUMBER 13 SLOT, 1746-A13 PURCHASE REQUEST NUMBER: W68MD9-5179-9379	2	Each	\$576.00	\$1,152.00

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NET AMT	\$1,152.00
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ACRN AA Funded Amount	\$1,152.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each	\$67.65	\$67.65

CABLE, INTERCONNECT  
FFP

PART NUMBER 1746-C7

PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT	\$67.65
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ACRN AA Funded Amount	\$67.65
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		2	Each	\$617.02	\$1,234.04

POWER SUPPLY  
FFP

PART NUMBER 1746-P4

PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT	\$1,234.04
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ACRN AA Funded Amount	\$1,234.04
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Each	\$58.35	\$58.35

PROGRAMING CABLE,  
FFP  
PART NUMBER 1746-CP3  
PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT	\$58.35
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ACRN AA Funded Amount	\$58.35
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Each	\$2,916.00	\$2,916.00

PROGRAMMING PACKAGE,  
FFP  
9324-RL0700NXENE  
PURCHASE REQUEST NUMBER: W68MD9-5179-9379-0001

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NET AMT	\$2,916.00
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ACRN AA Funded Amount	\$2,916.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum	\$150.00	\$150.00

SHIPPING/HANDLING

FFP

FOR THE ABOVE ITEMS

PURCHASE REQUEST NUMBER: W68MD9-5179-9379

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NET AMT

\$150.00

ACRN AA Funded Amount

\$150.00

FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.233-1	Disputes	JUL 2002

## CLAUSES INCORPORATED BY FULL TEXT

## Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

8% Percent increase

8% Percent decrease

This increase or decrease shall apply to contract.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

X\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- X\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- X\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfar.html>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

X\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

X\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_ Alternate I) (MAR 2000) (\_\_\_\_ Alternate II) (MAR 2000) (\_\_\_\_ Alternate III (May 2002).

X\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)